

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

BLACKWATER SECURITY CONSULTING, LLC, a Delaware Limited Liability Company; and BLACKWATER LODGE AND TRAINING CENTER, INC., a Delaware Corporation Plaintiffs, vs. WESTCHESTER SURPLUS LINES INSURANCE COMPANY, a Georgia Corporation and EVANSTON INSURANCE COMPANY, an Illinois Corporation and FIDELITY AND CASUALTY COMPANY OF NEW YORK, a South Carolina Corporation and LIBERTY INSURANCE UNDERWRITERS, a Massachusetts Corporation Defendants.	CIVIL ACTION NO. 05-6020
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ORDER

AND NOW, this _____ day of _____, 2007, upon consideration of Plaintiffs' Motion for Partial Summary Judgment On The Duty to Defend Against Westchester Surplus Lines Insurance Company, and Westchester Surplus Lines Insurance Company's Response thereto and Cross-Motion for Limited Discovery Pursuant to F.R.Civ.P. 56(f), and additional briefing filed by the parties, it is hereby ORDERED that:

1. Plaintiffs' Motion for Partial Summary Judgment On The Duty to Defend Against Westchester Surplus Lines Insurance Company is DENIED; and
2. Summary judgment is GRANTED *sua sponte* in favor of Westchester Surplus Lines Insurance Company; and

3. The Court declares as matter of law that Westchester Surplus Lines Insurance Company (“WSLIC”) owes no defense or indemnity under Commercial General Liability Insurance Policy No. GLW-778197 issued to Blackwater Lodge & Training Center, Inc. for the policy period January 23, 2004 through January 23, 2005 (the “WSLIC Policy”) with respect to any of the claims in the action entitled **Nordan v. Blackwater Security Consulting, LLC, et al.**, originally filed in the Superior Court, Wake County, North Carolina (the “Nordan Complaint”) and the related litigation (the “Nordan Litigation”) with respect to which Plaintiffs seek defense and indemnity under the WSLIC Policy. The Court finds the following exclusions eliminate any defense or indemnity obligation under the WSLIC Policy with respect to the Nordan Complaint and the Nordan Litigation:

- A. Professional Services exclusion (Endorsement form CG 21 16 07 98);
and/or
- B. Use of Auto exclusion (Section 1, Coverage A., Exclusion g. “Aircraft, Auto, or Watercraft”).

THE HONORABLE PETRESE B. TUCKER